



**REPRESENTATIVE TOWN MEETING
TOWN OF GREENWICH**

**EXPLANATORY COMMENTS FOR
APRIL 2016 MEETING**

ITEM NO: **1** — postponed from the March 2016 meeting
DEPARTMENT: Board of Selectmen
CONTACT: Peter J. Tesei - 203 622 7710
REFERRED TO: *Appointments, Health & Human Services Committees*
VOTES: Board of Selectmen 3-0-0

RESOLVED, that the following named person, nominated by the Board of Selectmen, be reappointed as a regular member of the Board of Health for a term expiring 3/31/20.

JULIA CHIAPPETTA

EXPLANATORY COMMENTS

Julia Chiappetta, of 62 Valley Road, Cos Cob, CT 06807 has been re-nominated as a regular member of the Board of Health for a term expiring 3/31/20.

Ms. Chiappetta is Owner of the consulting, management, and wellness firm The JCC Group.

Author of “Breast Cancer-The Notebook,” Julia is a certified Personal Trainer and volunteer at Greenwich Adult Day Care, The Nathaniel Witherell, Meals on Wheels, and various other events and recreation activities.

ITEM NO: **2** — postponed from the March 2016 meeting
DEPARTMENT: Office of the First Selectman
CONTACT: Peter J. Tesei – 203 622 7710
REFERRED TO: *Appointments, Parks & Recreation Committees*
VOTES: Board of Selectmen 3-0-0

RESOLVED, that the following named person, nominated by the Board of Selectmen, be reappointed as a regular member of the Board of Parks and Recreation for a term expiring 3/31/19.

JOHN M. HARTWELL

EXPLANATORY COMMENTS

John Hartwell, of 42 Ritch Ave West, Greenwich, 06830 has been re-nominated as a regular member of the Board of Parks and Recreation for a term expiring 3/31/19.

Mr. Hartwell has a strong interest in the preservation of and welcomes improvements to Greenwich’s beaches, parks, and playing fields. He was the Chief Financial Officer and Global Operations Manager for IBM. He has an extensive background in finance and operations, and has held multiple leadership roles both domestically and internationally.

John earned his M.B.A. in Accounting and his B.A. in Economics from the University of Bridgeport. He is a vocal advocate of Greenwich's beach policies, and he is familiar with the Griffith E. Harris Golf Courses' policies. John is currently an athletic coach at Central Middle School, and has volunteered his time as a soccer, basketball, and baseball coach, including coaching at the Greenwich Boys and Girls Club.

ITEM NO: **3** — postponed from the March 2016 meeting
DEPARTMENT: Board of Selectmen
CONTACT: Peter J. Tesei - ptesei@greenwichct.org
REFERRED TO: *Appointments, Land Use Committees*
VOTES: Board of Selectmen 3-0-0

RESOLVED, that the following named person, nominated by the Board of Selectmen, be reappointed a regular member of the Planning and Zoning Board of Appeals for a term expiring 3/31/20.

PATRICIA KIRKPATRICK

EXPLANATORY COMMENTS

Pat Kirkpatrick, of 73 Strickland Road, Cos Cob, CT 06807 has been re-nominated as a regular member of the Planning and Zoning Board of Zoning Appeals for a term expiring 3/31/2020.

Ms. Kirkpatrick is the President of Kirkpatrick Construction. She is a general contractor specializing in renovations of kitchens and bathrooms. She has earned degrees in psychology and drama from Lehigh University.

ITEM NO: **4** — postponed from the March 2016 meeting
DEPARTMENT: Office of the First Selectman
CONTACT: Peter J. Tesei – 203 622 -7710 ptesei@greenwichct.org
REFERRED TO: *Appointments, Land Use Committees*
VOTES: Board of Selectmen 3-0-0

RESOLVED, that the following named person, nominated by the Board of Selectmen, be appointed a regular member of the Planning and Zoning Board of Appeals for a term expiring 3/31/20.

WAYNE SULLIVAN

EXPLANATORY COMMENTS

Wayne Sullivan, of 24 Shore Acre Drive, Old Greenwich, 06870 has been nominated as regular member of the Planning and Zoning Board of Appeals for a term expiring 3/31/20. Mr. Sullivan has served as an alternate member since 2013.

Mr. Sullivan is a Commodity Broker with Tradition Financial Services (TFS) in Stamford. He has been with TFS for 15 years now. In his past, he has worked for an institutional money market firm in New Canaan, and he has acted as an institutional commodities broker for a firm in Greenwich brokering in the newly-deregulated electricity markets.

Wayne earned his Bachelors degree from the University of Maryland, majoring in Political Science with a minor in Economics. In 2000, he bought his first house in Cos Cob. He has owned and renovated four houses in town, and now resides in Old

Greenwich. He understands the real estate market, and would bring this insight and perspective to the Planning and Zoning Board of Appeals. He has personally been through the permitting and zoning process in Town, and thus has firsthand knowledge of what that procedure entails.

ITEM NO: **5** — postponed from the March 2016 meeting
DEPARTMENT: Office of the First Selectman
CONTACT: Peter J. Tesei– 203 622 7710 - ptesei@greenwichct.org
REFERRED TO: *Appointments, Land Use Committees*
VOTES: Board of Selectmen 3-0-0

RESOLVED, that the following named person, nominated by the Board of Selectmen, be re-appointed an alternate member of the Planning and Zoning Board of Appeals for a term expiring 3/31/20.

STEVEN A. CERTILMAN

EXPLANATORY COMMENTS

Steven Certilman, of 111 Hillcrest Park Road, Old Greenwich, 06870 has been re-nominated as an alternate member of the Planning and Zoning Board of Appeals for a term expiring 3/31/20. Mr. Certilman has served on the Zoning Board of Appeals since 2013.

Mr. Certilman is the owner of a law firm that also provides alternate dispute resolution services. He is an attorney, arbitrator, and mediator. He has had years of interaction with various towns as an attorney, and recently represented the interests of 70 homes in Hillcrest Park during the North Mianus sewer project. He is a real estate practitioner with 30 years of experience, and currently serves as Magistrate in the Superior Court for minor criminal, motor vehicle, and small claims cases.

Steven earned his B.A. from Connecticut College, and his J.D. from the Hofstra University School of Law. He has previously served on the Board of Directors for Greenwich Jewish Family Services, Greenwich Reform Synagogue, and the Silvermine Guild Art Center. He also acted as the President of the Hillcrest Park Tax District.

ITEM NO: **6** — postponed from the March 2016 meeting
DEPARTMENT: Office of the First Selectman
CONTACT: Peter J. Tesei – 203 622 7710 - ptesei@greenwichct.org
REFERRED TO: *Appointments, Health & Human Services Committees*
VOTES: Board of Selectmen 3-0-0

RESOLVED, that the following named person, nominated by the Board of Selectmen, be reappointed a regular member of the Commission on Aging for a term expiring 3/31/19.

CAROL A. BURNS

EXPLANATORY COMMENTS

Carol Burns, of 40 West Elm Street, Greenwich, 06830 has been re-nominated as a regular member of the Commission on Aging for a term expiring 3/31/2019.

Ms. Burns is a graduate of the Greenwich Hospital Nursing School with a degree as a Registered Nurse. She was most recently employed by River House Adult Day Care for almost 28 years and the Executive Director for the past 26 years. She maintains memberships in the American Society of Aging, National Association of Adult Day Services, past president of the Connecticut Association of Adult Day Services, member of the Connecticut Home Care Program for Elders Advisory Committee, Board member of the Connecticut Geriatric Society, member of the Alzheimer's Consortium of Fairfield County and member of the Society on Aging.

Ms. Burns has been a resident of Greenwich since 1969.

ITEM NO: **7**

DEPARTMENT: Appointments Committee 2016.03.16

CONTACT: John Eddy 203-550-7122 rtm@johneddy.com

REFERRED TO: *Appointments, Land Use, Parks & Recreation Committees*

VOTES: Appointments Committee **Votes:** 6-3-1 (to nominate)

RESOLVED, that the following named person, nominated by the Appointments Committee, be appointed RTM Ex-officio Non-Voting member to Harbor Management Commission for the term expiring 12/31/17.

HORST TEBBE

EXPLANATORY COMMENTS

Horst Tebbe, of 16 Cove Road in Old Greenwich, has served on the RTM since 2015 as a representative from District 6. He has served as the RTM Ex-officio Non-Voting member to Harbor Management Commission since being appointed as the first member to this post in September of 2015.

Now retired, Mr Tebbe has lived in Greenwich for over 40 years. He spent his professional life in technology management with several local Fortune 500 Companies. He was Chief Information Officer, Chief Financial Officer and Member of Technical Staff at companies including Bell Labs, Kraft, Pepsico, and Sealed Air Corp

Mr. Tebbe is a former member of the Old Greenwich Yacht Club and a current member of the Riverside Yacht Club where he is a former Board Member and Race Committee Co-Chair. He has been active in organizing and running local yacht racing activities including the Long Island Championship Regatta for the Yacht Racing Association of Long Island Sound, and serving on the committee of many other local regattas. He grew up on the water, views himself as a "salt water person" and considers the harbor facilities and their condition as one of the primary determinants of the high quality of life we all enjoy in our town.

Mr Tebbe is actively involved with the Greenwich Retired Men's Association, a Board member of Call-A-Ride, and he edits a weekly show for GCTV 79. He is Former

President of the Lucas Point Association.

Attachments

The RTM approved the establishment of the Harbor Management Commission by resolution on **9/16/2013** (Item 7 in the RTM Minutes). This resolution became chapter 7A of the Town Code of Ordinances which stipulates that there shall be a non-voting, ex officio member of the RTM on the Greenwich Harbor Management Commission.

The Harbor Management Commission held its first meeting on **April 3, 2014** with the first Selectman noting that the Commission's primary goal is to prepare, maintain, and implement a Greenwich Harbor Management Plan.

In **June of 2015** (item 15 on in the Minutes of the RTM) the RTM adopted a method for appointing its Ex-Officio Representative to the Harbor Management Commission. (§VI.D of the RTM)

In late **September of 2015**, the RTM appointed Mr. Tebbe as the **first** Ex-officio non voting member the Harbor Management Commission. At this point in time the Harbor Management Commission had already held over 20 meetings of the full Commission, more than 15 Subcommittee Meetings and 1 Public hearing.

§VI.D of the RTM Rules

APPOINTMENT TO HARBOR MANAGEMENT COMMISSION

1. The Representative Town Meeting shall appoint from its membership one Ex-Officio member to the Harbor Management Commission as soon as possible and in January of every even numbered year thereafter as per §7A-1 of the Town Code of Ordinances. Such member shall be appointed by the Representative Town Meeting on nomination either by the Appointments Committee, or from the RTM floor, or by petition in accordance with section III.H.2 of the RTM Rules, for a term expiring December 31 of each odd-numbered year provided, that the term of the member shall continue thereafter until a successor shall have been appointed, and further provided that said member continues to be a member of the RTM.

2. In addition to such member's duties as an Ex-Officio member of the Harbor Management Commission, such member shall also:

a. Report to the Representative Town Meeting the Harbor Management Commission's activities as delineated by Section 7A-1 through 7A-8 of the Town Code of Ordinances, as well as any salient reasoning of the Commission.

b. Post said reports to the Representative Town Meeting website prior to the next Representative Town Meeting.

ITEM NO:

8

DEPARTMENT:

Office of the First Selectman

CONTACT:

Peter J. Tesei , First Selectman – 203-622-7710

REFERRED: *Appointments, Land Use Committees*
VOTES: Board of Selectmen 3-0-0

RESOLVED, that the following named person, nominated by the Board of Selectmen, be re-appointed a member of the Inland Wetlands Watercourse Agency for a term expiring 3/31/20.

WILLIAM W. GALVIN, III

EXPLANATORY COMMENTS

William W. Galvin, of 136 Maple Avenue, Greenwich, 06830, has been re-nominated as a regular member of the Inland Wetlands Watercourse Agency for a term expiring 3/31/20.

Mr. Galvin has spent his career in Corporate and Financial Communications and owns his own firm The Galvin Partnership since 1990.

William has earned his BA in American Studies at Yale University and his MBA at Columbia University. He volunteers his time at St. Barnabus Church in Greenwich, former Chair and present member of World Affairs Forum, member and Vice Chair of RTM since 2006, member of IWWA since 2005 and Vice Chair of Family ReEntry since 2004 which services to combat recidivism in Connecticut.

ITEM NO; **9**
DEPARTMENT: Office of the First Selectman
CONTACT: Peter J. Tesei, First Selectman – 622-7710
REFERRED: *Appointments, Health & Human Services Committees*
VOTES: Board of Selectmen 3-0-0

RESOLVED, that the following named person, nominated by the Board of Selectmen, be appointed as a regular member of The Nathaniel Witherell Board for a term expiring 3/31/19.

ELIZABETH SIDERIDES THEOFANIDIS, M.D.

EXPLANATORY COMMENTS

Elizabeth Siderides Theofanidis, M.D., of 27 Normandy Lane, Riverside 06878, has been nominated as a regular member of The Nathaniel Witherell Board for a term expiring 3/31/19.

Dr. Siderides has spent her professional career in ophthalmology for the past 26 years. Since 1998, she has been a managing partner at Stamford Ophthalmology, a 5-doctor practice and a partner at Wilton Surgery Center, a multi-specialty outpatient ambulatory surgical center. Elizabeth volunteers at Domus and Trailblazers Academy in Stamford, CT and volunteered in 2002-2003 as co-chair on band benefit concert committee at Greenwich High School Band and Riverside Yacht Club in junior activities.

Elizabeth has earned her BA at Harvard University in 1981; her MD from Columbia in 1985; and her Residency and Fellowship from New York University in 1990.

ITEM NO: **10**
DEPARTMENT: Office of the First Selectman
CONTACT: Peter J. Tesei, First Selectman – 203-622-7710
REFERRED: *Appointments, Land Use Committees*
VOTES: Board of Selectmen 3-0-0

RESOLVED, that the following named person, nominated by the Board of Selectmen, be appointed as an alternate member to the Planning and Zoning Commission for a term ending 3/31/17.

DENNIS P. YESKEY

EXPLANATORY COMMENTS

Dennis P. Yeskey, of 91 Londonderry Drive, Greenwich 06830, has been nominated as an alternate member of the Planning and Zoning Commission for a term expiring 3/31/17.

Mr. Yeskey has spent his professional career since 1972 in real estate development and is currently self-employed – Yeskey Real Estate Consulting and is retired from Deloitte and Touche/Deloitte Consulting, Senior National Partner/Group Managing Partner, Real Estate and Financial Services. Dennis is a volunteer on the United Way Needs Assessment Committee and a Youth Soccer Coach, GCDS.

Dennis has earned his MBA from Columbia University, 1977; MS, Civil Engineering, University of Pittsburg 1973; BS, Civil Engineering, University of Pittsburgh 1972.

ITEM NO: **11**
DEPARTMENT: Office of the First Selectman
CONTACT: Peter J. Tesei, First Selectman – 203-622-7710
REFERRED: *Appointments, Land Use Committees*
VOTES: Board of Selectmen 3-0-0

RESOLVED, that the following named person, nominated by the Board of Selectmen, be appointed a regular member of the Inland Wetlands Watercourses Agency for a term expiring 3/31/20.

JACOB SCHONDORF

EXPLANATORY COMMENTS

Jacob Schondorf, of 18 Miltiades Avenue, Riverside, 06878 has been nominated as a regular member of the Inland Wetlands Watercourses Agency for a term expiring 3/31/20.

Mr. Schondorf is a Civil Engineer who has spent his career in Construction Management. He was the Founder and President of AMIS Inc., where he directed the

cost consulting division. AMIS provides Construction Cost Control service to many Federal, State and Local agencies, coordinating all disciplines to ensure timely and accurate estimates.

Jacob earned his Bachelors Degree in Civil Engineering from Cornell University. He has previously volunteered his time for the Hamilton Avenue School Building Committee. He currently does volunteer work at the Greenwich Retired Men's Association, and the Greenwich Library Buildings and Grounds Committee. Throughout his career, he has always had an interest in promoting conservation and proper use of resources.

ITEM NO.: **12**
DEPARTMENT: Office of the First Selectman
CONTACT: Ben Branyan, 203-622-2208, Ben.Branyan@greenwichct.org
REFERRED TO: *Land Use, Legislative & Rules, Parks & Recreation, Public Works Committees*
VOTES:

RESOLVED, that the preservation restrictions adopted by the Town of Greenwich (referred to as “Grantor”) and in favor of the State of Connecticut (referred to as “Grantee”) acting by the State Historical Preservation Office, an agency of the State of Connecticut are hereby adopted.

DECLARATION OF PRESERVATION RESTRICTIONS AGREEMENT

This Declaration of Preservation Agreement, executed the _____ day of March, 2016 by the Town of Greenwich (hereinafter referred to as Grantor”) and in favor of the STATE OF CONNECTICUT (hereinafter referred to as “Grantee”), acting by the STATE HISTORIC PRESERVATION OFFICE (SHPO), an agency of the State of Connecticut having its offices at One Constitution Plaza, 2nd Floor, Hartford, Connecticut 06103.

WITNESSETH THAT,

WHEREAS, the Grantee has an interest in the maintenance, protection, preservation, restoration, stabilization and adaptive use of the buildings, structures, and sites significant to the history, architecture, archaeology or culture of the State of Connecticut, its municipalities or the nation, and in particular the Grantee has an interest in the maintenance, protection, preservation, restoration, stabilization and adaptive use of that certain building known as the “Old Barn” and appurtenant structures (such structure and appurtenant structures hereinafter referred to cumulatively as the “Property”) which is indicated and described in Exhibit A and Exhibit B hereof, attached thereto and made a part thereof, which building and appurtenant structures are is hereby declared to be significant in the history, architecture, archeology or culture of the State of Connecticut, its municipalities or the nation; and

WHEREAS, the Grantee wishes to protect and further such interest by acquiring legally enforceable rights to ensure that the Grantor and its successors in title to the Property use and maintain said Property in a way which will advance and further such interest; and

WHEREAS, the Grantor likewise has an interest in the maintenance, protection, preservation, restoration, stabilization and adaptive use of the Property, which the Grantor acknowledges to be significant to the history, architecture, archaeology or culture of the Town of Greenwich; and

WHEREAS, the Grantor has represented itself as the owner of the Property; and

WHEREAS, the Grantor wishes to impose certain limitations, restrictions, obligations and duties upon itself as the owner of the Property and on the successors to its right, title or interest thereon, with respect to maintenance, protection, preservation, restoration, stabilization and adaptive use of said Property in order to protect the historical, architectural, archaeological and cultural qualities of the Property; and

WHEREAS, the Declaration of Preservation Restrictions Agreement by the Grantor on behalf of itself, its heirs, successors and assigns in favor of the Grantee, its successors and assigns, will assist, advance and protect the interests recited above; and

WHEREAS, among the purposes of this instrument is the purpose of the Grantor to guarantee the preservation of the historical and architectural qualities of the Property, as provided in Section 10-411 of the Connecticut General Statutes and as set forth in Section 10-411(b)(3) of said Statutes, and to impose on the Property “preservation restrictions” as that term is used in Section 47-42a(b) of the Connecticut General Statutes;

NOW, THEREFORE, the Grantor, declaring its intention that it, its heirs, successors and assigns be legally bound hereby, in favor of the Grantee, its successors and assigns, and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby give, grant, bargain, sell and confirm to said Grantee, its successor’s and assigns forever for the term hereof, the benefit of preservation restrictions and obligations maintenance agreement (all as more particularly described herein and in Exhibit B hereof, attached hereto and made a part hereof) in and to the Property. The preservation restrictions and obligations maintenance agreement herein described shall constitute binding restrictions and maintenance agreement obligations upon the Property of the said Grantor and upon the Grantor and its successors in title and interest for the benefit of the Grantee, its successors and assigns; and to that end the Grantor hereby agrees as follows on behalf of itself, its heirs, successors and assigns, jointly and severally, to and for the benefit of the Grantee, its successors and assigns., it being the intent of the Grantor and Grantee that said preservation restrictions shall run as a binding servitude with the land:

1. Subject to appropriations the Grantor agrees to assume and pay the cost of the continued maintenance, good and sound repair, and administration of the Property, whether now existing or henceforth constructed, so as to preserve and maintain the historical, architectural, and cultural qualities of the same for a period of twenty (20) years in a manner satisfactory to the Grantee, its successors and assigns. For this purpose, the historical, architectural, archaeological and cultural qualities of the Property shall be deemed to be those qualities described in Exhibits A and B hereof.

2. Without express prior written permission of the Grantee, signed by its duly authorized representative, or the express written permission of the Grantee's successors or assigns, signed by its duly authorized representative or representatives, no building or other structure or improvement or alteration shall be made which would significantly affect the appearance or the historical, architectural and cultural qualities of the exterior of the Property as shown in Exhibits A and B, attached hereto and made a part hereof; and no alteration or any other thing shall be undertaken or permitted to be undertaken on the exterior of said Property which would affect more than marginally and insignificantly the appearance or the historical, architectural, archaeological and cultural qualities of the Property; PROVIDED, HOWEVER, that the maintenance, repair and preservation of the Property may be made without the permission of the Grantee or its successors or assigns; and PROVIDED FURTHER,

HOWEVER, that the Grantor may and shall, at its own expense, restore the existing building, structure and improvements on the Property as provided in Exhibit B hereof, together with any further exhibits to which Exhibit B may refer, attached hereto. The express prior written permission of the Grantee or its successors or assigns when required by this Section 2 shall not be unreasonably withheld. Upon written request for such permission via certified mail, return receipt requested by the then owner or owners of the Property and the building, structure and improvements thereon, the Grantee, or its successors or assigns, shall act upon such request with thirty days of the receipt thereof, and if such request for permission is not denied in writing mailed to the said requesters at the address or addresses set forth in the request within ninety days, such request shall be deemed approved and such permission shall be deemed granted.

3. Representatives of the Grantee may inspect the Property at reasonable intervals upon reasonable notice to the possessor thereof in order to determine whether or not the restrictions, agreements and obligations recited herein are being adhered to and observed.

4. In the event of the nonperformance or violation of any duties of the Grantor, its successors, heirs or assigns, under any agreement or preservation restriction provided herein, the Grantee may institute suit to enjoin such violation and to require the restoration of the Property and improvements thereon to the condition required by this instrument and the attachments hereto. Should the Grantee resort to any of the remedies set forth in this paragraph, it may recover from the legally responsible parties all costs and expenses incurred in connection with such remedies including, but not limited to, court costs and reasonable attorney's fees.

5. The Grantee may assign the benefit of the restrictions, obligations and duties set forth in this instrument to another governmental body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of buildings, structures and sites significant in the history, architecture, archaeology or culture of the State of Connecticut, its municipalities or the nation, and such assignee may act under this instrument in the same way that the Grantee would have acted, and such assignee shall have a like power of assignment.

6. Without the express prior permission of the Grantee, its successors or assigns, the Property shall be used for the following purposes and no other: Municipal Services.

The procedure for the requesting and granting of such express prior written permission under this section 6 shall be the same as that set forth in Section 2 of this instrument and such permission shall not be unreasonably withheld.

7. The Grantor agrees for itself, its heirs, successors and assigns that the Property shall be open to the public for viewing of its exterior at least twelve days a year on an equitably spaced basis between the hours of “sunrise to sundown”, during the hours that Greenwich Point Park is open to the public. The hours of the park and other details regarding public access to the park are published on the website of the Town of Greenwich, as determined by the Grantor from time to time. Notwithstanding anything contained herein to the contrary, public access to the Property shall be only available in accordance with and subject to the policies and procedures determined by the Town of Greenwich from time to time regarding such access.

8. The Grantor, its heirs, successors and assigns, shall maintain for the Property fire and extended coverage insurance (and flood insurance if the same is available) in accordance with the policy of the Town of Greenwich regarding insurance of properties owned and maintained by the Town of Greenwich. Grantor shall, from time to time at the request of Grantee, provide Grantee with satisfactory evidence of such insurance. It is contemplated by the parties hereto that the proceeds of such fire and extended coverage and flood insurance shall be used to repair and restore the Property and improvements should they be damaged or destroyed by any peril which the Grantor, its successors, heirs and assigns are required to insure against or which they have insured against. To the extent that the Property is destroyed or damaged by any casualty which the Grantor or its heirs, successors or assigns are not required to insure against or have not insured against, the Grantee, its successors and assigns shall have none of the remedies set forth out in Section 4 of this instrument for failure to repair such damages.

9. The Grantor warrants and represents that it is the owner of the Property and all appurtenances thereto, and no other person or entity has any interest therein.

10. The Grantor agrees and covenants that the provisions of this instrument will be inserted by it into any subsequent deed or instrument of conveyance whereby it transfers title to or any interest in the Property for the period set forth herein.

11. Wherever the context of this instrument would reasonably be deemed to so require, any gender shall include any other gender, the plural shall include the plural.

12. The rights, remedies, privileges, duties and obligations of this instrument shall inure to the benefit of, and be binding upon, as the case may be, the heirs, successors and assigns of the Grantor and Grantee, and the duties set forth herein shall run with the land, except that the provisions of the first sentence of the second paragraph of Section 2 shall not run with the land, all for the period set forth herein.

13. The restrictions and obligations set forth herein shall terminate twenty (20) years from the date of this instrument, but such termination shall not affect rights accrued under this instrument prior to such termination.

GrantorName:

TOWN OF GREENWICH

By:_____

GREENWICH/ FAIRFIELD COUNTY

On this _____ day of _____, _____, before me, the undersigned officer, personally appeared _____, who acknowledged herself/himself to be the _____ of _____ and that she/he, as such _____, being authorized so to do, executed the foregoing instrument for the _____, by signing on behalf of the municipality as such _____.

IN WITNESS WHEREOF, I hereunto set my hand.

Commissioner of the Superior Court/Notary Public

Signed, sealed and delivered In the presence of:

Witness Name

Witness Name

[illegible]

EXHIBIT B

Exhibit B to an instrument entitled: DECLARATION OF PRESERVATION RESTRICTIONS AGREEMENT , executed on the _____ day of March, 2016, by the TOWN OF GREENWICH and STATE OF CONNECTICUT and made a part thereof.

MAINTENANCE STANDARDS FOR THE OLD BARN AT GREENWICH POINT

- 1) The OLD BARN at Greenwich Point has been restored to those standards set forth in the Plans – Old Barn, attached hereto, to preserve its historic integrity.
- 2) Attached hereto and made a part hereof are four photographs of the exterior of the Old Barn, which shall become a part of this Exhibit B.
- 3) The Grantors herein will preserve and maintain the structure as described in good condition during the term of this Preservation Restriction in accordance with the photographs attached hereto.

EXPLANATORY COMMENTS

Through the efforts of the Greenwich Point Conservancy significant rehabilitation work has been done on the Old Barn located at Greenwich Point. In conjunction therewith a grant will be received from the State of Connecticut. One of the requirements of said grant is that a preservation restriction would need to be placed on the building.